

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

DAVID RICHARD EMBODY, *ET AL.* *

*

And *

*

ROY I. CHAMBERLIN *

*

6500 Solar Avenue *

*

Bowie, Maryland 20720 *

*

*

Plaintiffs *

*

*

v. *

*

CASE NO. CAL12-23121

*

TOWN OF RIVERDALE PARK, *ET AL.* *

*

Defendants *

*

*

AMENDED CLASS ACTION COMPLAINT AND JURY DEMAND

COME NOW Plaintiffs, David Embody, *Roy I. Chamberlin*, and Stephanie McKissic, for themselves and all those similarly situated, by and through their undersigned attorney, and files this Class Action Complaint against Defendant Town of Riverdale Park ("Riverdale Park"), Defendant Sigma Space Corporation, and Optotrafic, LLC and states as follows:

1. David Embody, *Roy I. Chamberlin*, and Stephanie McKissic are taxpayers of the state of Maryland who regularly uses the roads of Maryland including, but not limited to, the roads located within Riverdale Park and received *and paid* speed camera system citations from Riverdale Park during the relevant time period. *David Embody's citation was issued on August 30, 2010, Roy I. Chamberlin's citation was issued on February 17, 2011, and Stephanie McKissic's citation was issued on January 13, 2011.*

2. Defendant Riverdale Park is a municipality in Prince George's County incorporated in 1920 as the Town of Riverdale, and which legally changed its name to Town of Riverdale Park effective September 7, 1998. Defendant Sigma Space Corporation and its division, Optotrafic,

LLC ("Optotraffic") are Maryland Corporations whose primary offices are 9801 Greenbelt Road, Suite 105, Greenbelt, Maryland 20706.

THE STATUTE AND THE CONTRACTS

3. In 2006, the state of Maryland enacted Md. Code Ann. *Transportation* § 21-809 (the "Statute"), granting Montgomery County authority to implement photographic speed-monitoring systems and to issue civil citations imposing fines of \$40.00 per citation. The 2006 version of the Statute, as amended through September 30, 2009, read in relevant part as follows:

"(d) Citation. -- (1) Subject to the provisions of paragraphs (2) through (4) of this subsection, the local police department shall mail to the owner, liable under subsection (c) of this section, a citation that shall include:
... (viii) A signed statement by **a duly authorized agent of the local police department** that, based on inspection of recorded images, the motor vehicle was being operated in violation of this subtitle;" [Emphasis Added].

4. Effective October 1, 2009, the Maryland General Assembly amended the Statute such that jurisdictions statewide could institute speed monitoring systems. Further, the Statute as revised effective October 1, 2009, read in relevant part as follows:

"(d) Citation. -- (1) Subject to the provisions of paragraphs (2) through (4) of this subsection, an agency shall mail to an owner liable under subsection (c) of this section a citation that shall include: ... (viii) A signed statement by **a duly authorized law enforcement officer** employed by or under contract with an agency that, based on inspection of recorded images, the motor vehicle was being operated in violation of this subtitle;" [Emphasis Added].

5. The Maryland Code defines a law enforcement officer as:

"(1) "Law enforcement officer" means an individual who: (i) in an official capacity is authorized by law to make arrests; and (ii) is a member of one of the following law enforcement agencies: ... 6. the police department, bureau, or force of a municipal corporation;" Md. Code Ann. *Public Safety* § 3-101.

6. On information and belief, beginning October 1, 2009 Defendant Riverdale Park allowed non-law enforcement officers including, but not limited to, Karen Coker nee Arias and

Tracey Perrin, the Records Manager, to log in to the citation system, under the name of a law enforcement officer, to authorize citations that resulted in citations being issued that contained the sworn statement of a law enforcement officer. See May 19, 2010 email chain as Exhibit 1 to the original complaint.

7. Between February 17, 2010 2011 and April 3, 2010 2011, Corporal Clayton Alford ("Cpl. Alford"), a law enforcement officer of the Riverdale Park Police Department, was on leave from the Riverdale Park Police Department.

8. Between February 17, 2010 2011 and April 3, 2010 2011, Cpl. Alford did not personally authorize any citations.

9. On information and belief, between February 17, 2010 2011 and April 3, 2010 2011, Defendant Riverdale Park allowed non-law enforcement officers, including but not limited to Karen Coker nee Arias and Tracey Perrin to log in to the citation system under the name of Cpl. Alford, and authorize citations which resulted in citations being issued that falsely contained the following sworn statement of Cpl. Alford: "CERTIFICATE: I am an agent or employee of Riverdale Park Police Department. Based on inspection of the recorded images shown above, the motor vehicle was operated in violation of TA § 21-809, as evidenced by the above images. Sworn to or Affirmed By: PFC Alford, ID #100." See February 17, 2010 2011 citation as Exhibit 2 to the original complaint.

10. By allowing non-law enforcement officers to authorize speed camera citations, Defendant Riverdale Park violated the Statute's requirement that citations be approved by a Law Enforcement Officer.

11. By allowing someone other than Cpl. Alford to log in under the name of Cpl. Alford, or another law enforcement officer, to authorize speed camera citations in the name of Cpl. Alford

or that other law enforcement officer, Defendant Riverdale Park violated the Statute's requirement that those citations be approved by a law enforcement officer after that law enforcement officer's inspection of recorded images and determination that the motor vehicle was being operated in violation of the Statute.

12. On November 3, 2009, Defendant Riverdale Park signed a contract with Optotraffic, a division of Sigma Space Corporation, to operate Defendant's System. On information and belief, Optotraffic installed and operated a system with equipment which took photos of vehicles allegedly violating the Statute. However, Optotraffic's equipment did not comply with Maryland law which required that the equipment produce photos which were evidence of a speeding violation of the Statute. Optotraffic's photos are not evidence of a violation. Defendant Optotraffic was aware that Defendant Riverdale Park was allowing non-law enforcement officers to authorize citations as Angenette Criner, an Optotraffic employee and liaison to Defendant Riverdale Park, was copied on emails from discussing Karen Coker nee Arias and Tracey Perrin's approval of citations. See January 10, 2011 email as Exhibit 3 *to the original complaint*.

13. Effective October 1, 2009, the Statute read in relevant part as follows:

"(d) Citation. -- (1) Subject to the provisions of paragraphs (2) through (4) of this subsection, an agency shall mail to an owner liable under subsection (c) of this section a citation that shall include: . . . (viii) A signed statement by a duly authorized law enforcement officer employed by or under contract with an agency that, **based on inspection of recorded images, the motor vehicle was being operated in violation of this subtitle;**" [Emphasis Added].

14. On January 27, 2012, in *State v. Eastover Auto Supply*, Case No. 27440, John O'Connor, as agent of Optotraffic testified, under oath, that "[a]s an accident reconstructionist, we do not use photos that are taken at two independent times to estimate speed? Why? Because it's inaccurate. You can't do it...The photo is actually just secondary evidence that the vehicle

was there and it was in motion, that it was there at the time of the occurrence. The speed is actually done by time distance by one LIDAR device that has two beams that's pointed down at the road. The speed of the vehicle is calculated at that point." See Transcript as Exhibit 4 *to the original complaint*.

15. Because Optotraffic's equipment does not produce photos which are primary evidence of a speeding violation of the Statute, that equipment does not comply with Maryland law and any citations issued using Optotraffic's equipment were issued in violation of Maryland law.

16. On information and belief and based upon Defendant's adopted FY 2012 Budget, citations issued by Defendant Riverdale Park in Fiscal Year 2011 ending June 30, 2011, resulted in revenue of at least \$1,866,666.68. As each paid citation increases revenues by \$40.00 it required approximately 46,667 paid citations for Defendant Riverdale Park, in fiscal Year 2011 alone, to take in revenue of \$1,866,666.68. See Budget excerpt as Exhibit 5 *to the original complaint*.

17. Plaintiffs and those similarly situated, in their status as taxpayers, have suffered, and continue to suffer, pecuniary loss including, without limitation, improper sums illegally taken from them by Defendant Riverdale Park, illegally taken from government coffers and paid by Defendant Riverdale Park to Optotraffic, which knew, through at least Angenette Criner, that non-law enforcement officers were authorizing citations, and by Defendant to its own employees in furtherance of Defendants' illegal issuance of citations under the Statute, as a result of the *ultra vires* contract between Defendant and Optotraffic and the ongoing administration of said *ultra vires* contract in violation of the Statute. *Plaintiffs damages differ from the public at large as only the Plaintiffs have been the subject of a forgery and illegally issued citations. The public at large includes an array of citizens who received citations which*

were legal, and which did not contain a forged signature. Plaintiff's reasonably relied on the authenticity of the signature of the police officer on the citations because and citizens are entitled to rely on the premise that their governments will be honest with them and not present them with forged documents.

THE CLASSES

18. Prior to discovery and based upon the information now available, this Complaint defines the three classes (the "Classes") as follows:

- a. The "Not Signed by a Law Enforcement Officer Class" consists of all persons who have received or paid a citation issued by Defendant Riverdale Park which, on or after October 1, 2009, was authorized by an individual who was not a law enforcement officer;
- b. The "Not Signed by Officer Alford Class" consists of all persons who have received or paid a citation issued by Defendant Riverdale Park which, between February 17, 2010 2011 and April 3, 2010 2011, was not authorized by Cpl. Alford but was authorized under Cpl. Alford's log-in or otherwise was caused to bear his name on the issued citation; and
- c. The "Optotraffic Class" consists of all persons who received or paid a citation issued by Defendant Riverdale Park, since November 3, 2009, using Optotraffic equipment which did not comply with Maryland law.

CLASS ALLEGATIONS

19. The members of the Classes include over thousands of persons who together received approximately 46,667 citations that were not signed by a law enforcement officer, which were not signed by Cpl. Alford although his name appeared on the citation swearing that a review of the images indicated a violation had occurred, or were not in compliance with Maryland law.

20. But for the existence of Defendant's speed monitoring system ("System"), its failure to have the statutorily-required equipment, and its failure to have the statutorily-required law enforcement officers review alleged violations of the Statute, the members of the Classes would not have received citations and/or paid fines to Defendant Riverdale Park. The cost of challenging a citation is prohibitive for an individual, and the penalties for non-payment, including impairment of vehicle registration, are likewise prohibitive. Thus, all persons who received and/or paid the citations have standing to sue as having been directly damaged or as taxpayers of Maryland who regularly use the roads in Riverdale Park.

21. (Numerosity) The members of each of the Classes are so numerous that it would be impractical to join them all as individual plaintiffs and to present their individual claims.

22. (Typicality) Plaintiffs' claims are typical of the claims of the Classes in that all of these claims are controlled by the same issue of law, i.e. whether the citations were legally authorized under the Statute, or were *ultra vires*. If the citations were illegally issued, a uniform legal result will apply to Plaintiffs and the Class members alike, voiding the citations. The Class Plaintiffs will fairly and adequately protect the interests of the Classes and have no interests in conflict with, or adverse to, those of the Class members.

23. (Commonality) Plaintiffs' claims, and the claims of the Class members, arise from common issues of fact and law, including the facts alleged herein and the issue of law recited herein and in the preceding paragraphs. Approval of citations as to each Class member is typical of the implementation as to each of the other members of that same Class, in all material respects.

24. (Risk of Inconsistency) This action is properly maintained as a class action under Maryland Rule 2-231(b)(1)(A) in that separate actions by the individual members of the

Classes would create a risk of inconsistent or varying adjudications with respect to individual members of the Classes regarding Defendant's illegal implementation of the Statute.

25. (Dispositive of Others' Claims) This action is properly maintainable as a class action pursuant to Maryland Rule 2-231(b)(1)(B) in that separate actions by the individual members of the Classes would create a risk of adjudications with respect to the individual members of the Classes which would, as a practical matter, be dispositive of the interests of other members not party to this adjudication, or would substantially impair or impede their ability to protect themselves with regard to Defendant's illegal implementation of the Statute.

26. (Injunctive Relief) This action is properly maintained as a class action under Maryland Rule 2-231(b)(2) in that Defendant's illegal implementation of the Statute constitutes action on grounds generally applicable to the Classes, thereby making appropriate final injunctive relief with respect to the entire Classes as sought in this action.

27. (Predominance) This action is properly maintained under Maryland Rule 2-231(b) (3), in that questions of law or fact, including Defendant's illegal implementation of the Statute, are common to all members of the Classes. These questions predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy between the Classes and Defendant.

28. (Incentives; Manageability; Adequacy of Representation) The commonality of issues of law and fact, as well as the relatively limited liability to each Class member, substantially diminishes the interest of members of the Classes in individually controlling the prosecution of separate actions. Many of the Class members are unaware of their rights to prosecute a claim against Defendant Riverdale Park. This class action can be managed without undue difficulty because Defendants have databases containing the information necessary to identify the Class

members, as well as the computer-based systems to create and implement notification of this action to the Class members, and to calculate damages.

29. (Conflicts; Adequacy of Legal Representation) Plaintiffs' counsel have the necessary experience, skill, resources, and abilities to provide adequate legal representation for the Classes.

Count I
Violation of Maryland Declaration of Rights

30. Plaintiffs hereby incorporate by reference the preceding paragraphs of this Complaint as if fully set forth herein.

31. Article 19 of the Maryland Declaration of Rights states: "That every man, for any injury done to him in his person or property, ought to have remedy by the course of the Law of the Land, and ought to have justice and right, freely without sale, fully without any denial, and speedily without delay, according to the Law of the Land."

32. Article 24 of the Maryland Declaration of Rights states: "That no man ought to be taken or imprisoned or disseized of his freehold, liberties or privileges, or outlawed, or exiled, or in any manner, destroyed, or deprived of his life, liberty or property, but by the judgment of his peers, or by the Law of the land."

33. Defendants issued citations which were not approved by a law enforcement officer as required by the Statute.

34. Defendants issued citations which were approved by civilian employees but falsely stated that they were approved by a law enforcement officer.

35. Defendants entered into contracts for the maintenance and operation of a System with equipment that violates the Statute.

36. As a direct result of the contracts entered into by Defendants, Defendants violated Plaintiffs' Constitutional rights as Maryland citizens pursuant to Articles 19 and 24 rights by injuring Plaintiffs in their person and property in contradiction to the Law of the Land and without due process.

37. Under Article 19 of the Maryland Declaration of Rights, Plaintiffs are entitled to access to the Courts of this state, free from unreasonable restrictions, to redress Defendants' infliction of injury to Plaintiffs' person and property.

38. As a result of Defendants' unconstitutional and illegal action, Plaintiffs and those similarly situated have suffered economic loss.

WHEREFORE, Plaintiffs David Embody, *Roy I. Chamberlin*, and Stephanie McKissic, and those similarly situated, demand judgment against Defendant Town of Riverdale Park, Sigma Space Corporation, and Optotraffic, LLC for damages in the amount of Five Million Dollars (\$5,000,000.00) plus interest, costs, reasonable attorney fees, and such other relief as this Court deems appropriate.

Count II
Unjust Enrichment

39. Plaintiffs hereby incorporate by reference the preceding paragraphs of this Complaint as if fully set forth herein.

40. All proceeds from the citations issued to Class members by Defendants were collected in direct violation of the Statute.

41. The proceeds from the citations conferred a financial benefit upon Defendants. In accepting fines and penalties resulting from the issuance of illegal citations, Defendants were aware of, and had knowledge of, the benefits conferred upon them by Plaintiffs, and those similarly situated.

42. Defendants' acceptance and retention of the proceeds from the citations illegally issued in violation of the Statute makes it inequitable for Defendants to retain the proceeds.

43. Plaintiffs were damaged and Defendants were unjustly enriched as a direct result of Defendants' illegal implementation of the Statute.

WHEREFORE, Plaintiffs David Embody, *Roy I. Chamberlin*, and Stephanie McKissic, and those similarly situated, demand judgment against Defendant Town of Riverdale Park, Sigma Space Corporation, and Optotraffic, LLC for damages in the amount of Five Million Dollars (\$5,000,000.00) plus interest, costs, reasonable attorney fees, and such other relief as this Court deems appropriate.

Count III
Conversion

44. Plaintiffs hereby incorporate by reference the preceding paragraphs of this Complaint as if fully set forth herein.

45. In collecting money from Plaintiffs and those similarly situated through illegally citations, Defendants wrongfully, intentionally and without permission took the personal property of Plaintiffs and those similarly situated.

46. In taking the personal property of Plaintiffs and those similarly situated, Defendants exercised dominion over said personal property.

47. Despite Defendants' taking of the personal property of Plaintiffs and those similarly situated, Plaintiffs and those similarly situated were at all times entitled to immediate possession of the personal property.

48. In taking the personal property of Plaintiffs and those similarly situated, harm was done to the personal property in that Plaintiffs and those similarly situated were unable to use the personal property as they saw fit, but instead were forced to pay it to Defendants in the form of illegal fines.

WHEREFORE, Plaintiffs David Embody, *Roy I. Chamberlin*, and Stephanie McKissic, and those similarly situated, demand judgment against Defendant Town of Riverdale Park, Sigma Space Corporation, and Optotraffic, LLC for damages in the amount of Five Million

Dollars (\$5,000,000.00) plus interest, costs, reasonable attorney fees, and such other relief as this Court deems appropriate.

Count IV
Constructive Trust

49. Plaintiffs hereby incorporate by reference the preceding paragraphs of this Complaint as if fully set forth herein.

50. By collecting fines from the citations illegally issued to Plaintiffs, and those similarly situated, Defendants converted the personal property of Plaintiffs, and those similarly situated, to its own use and Plaintiffs have a good equitable claim to their personal property.

51. A confidential and fiduciary relationship, based upon trust and confidence, existed between Defendants and Plaintiffs, and those similarly situated, based upon Defendant Riverdale Park, and its agents', governing authority over the public roads upon which Plaintiffs, and those similarly situated, drove.

52. Defendants have been unjustly enriched by its actions and under the circumstances it would be inequitable for Defendants, the dominant parties in the relationship, to retain title to the personal property or retain any beneficial interest in the personal property. Under these circumstances, a constructive trust should be imposed on Defendants for the benefit of Plaintiffs.

WHEREFORE, Plaintiffs David Embody, *Roy I. Chamberlin*, and Stephanie McKissic, and those similarly situated, demand judgment against Defendant Town of Riverdale Park, Sigma Space Corporation, and Optotraffic, LLC for damages in the amount of Five Million Dollars (\$5,000,000.00) plus interest, costs, reasonable attorney fees, and such other relief as this Court deems appropriate.

Count V
Breach of Fiduciary Duty

53. Plaintiffs hereby incorporate by reference the preceding paragraphs of this Complaint as if fully set forth herein.

54. Defendant Riverdale Park is an entity designed to work for the best interests of all persons within their territories. As such, Defendant Riverdale Park, and its agents, have a legal fiduciary duty toward Plaintiffs and those similarly situated, not to engage intentionally in illegal contractual relationships, or illegally issue citations, resulting in the illegal taking of personal property.

55. Defendants breached their fiduciary duty with Plaintiffs and those similarly situated, by illegally issuing citations and by entering into illegal contracts that Defendants knew or reasonably should have known would result in the illegal taking of personal property.

WHEREFORE, Plaintiffs David Embody, *Roy I. Chamberlin*, and Stephanie McKissic, and those similarly situated, demand judgment against Defendant Town of Riverdale Park, Sigma Space Corporation, and Optotrafic, LLC for damages in the amount of Five Million Dollars (\$5,000,000.00) plus interest, costs, reasonable attorney fees, and such other relief as this Court deems appropriate.

Count VI
Fraud - Constructive Fraud

56. Plaintiffs hereby incorporate by reference the preceding paragraphs of this Complaint as if fully set forth herein.

57. Defendant Riverdale Park is an entity designed to work for the best interests of all persons within its territory. As such, Defendant Riverdale Park, and its agents, owed fiduciary duties toward Plaintiffs and those similarly situated, not to engage intentionally in contractual relationships resulting in the illegal taking of personal property.

58. Defendants breached their fiduciary duty with Plaintiffs and those similarly situated, by issuing illegal citations and by entering into illegal contracts that Defendants knew or reasonably should have known would result in the illegal taking of personal property.

59. Defendants breached their fiduciary duties intentionally, with malice, and/or reckless disregard for the rights of Plaintiffs and those similarly situated; by entering into the contracts

that used equipment illegal under the Statute, by issuing citations not approved by a law enforcement officer, and by issuing citations that falsely indicated that they had been approved by a law enforcement officer.

60. Defendants defrauded Plaintiffs and the Class Members by issuing citations falsely indicating that they had been authorized by a law enforcement officer and by entering into the contracts that used equipment illegal under the Statute.

61. Plaintiffs reasonably relied upon the representations of Defendants, a government entity and its agents, with fiduciary duties to Plaintiffs and Maryland citizens in general, that the citations were legally issued.

62. A direct result of Defendants' fraud and/or constructive fraud, Plaintiffs suffered damages.

WHEREFORE, Plaintiffs David Embody, *Roy I. Chamberlin*, and Stephanie McKissic, and those similarly situated, demand judgment against Defendant Town of Riverdale Park, Sigma Space Corporation, and Optotraffic, LLC for damages in the amount of Five Million Dollars (\$5,000,000.00) plus interest, costs, reasonable attorney fees, and such other relief as this Court deems appropriate.

Count VII
Temporary Restraining Order and
Preliminary and Permanent Injunctive Relief – Maryland Rule 15-501 et seq.

63. Plaintiffs hereby incorporate by reference the preceding paragraphs of this Complaint as if fully set forth herein.

64. Defendant Riverdale Park continues to use Optotraffic's equipment that does not comply with the Statute's requirements that the photos taken by the System be evidence of a speeding violation of the Statute. On information and belief Defendants continue to use civilians to authorize speed camera citations.

65. There exists a strong likelihood that Plaintiffs and those similarly situated will succeed on the merits of their claim.

66. Unless Defendants are restrained by this Court from continuing to operate Optotraffic's speed cameras, Plaintiffs and those similarly situated will suffer immediate, substantial and irreparable injury.

67. The benefits to Plaintiffs and those similarly situated are equal to or outweigh the potential harm that Defendants would incur if this Court grants the requested injunctive relief.

68. The public interest is best served by granting the injunction.

69. The requirements of the Maryland Rules for injunctive relief, including Rule 15-501 et seq., have been met.

WHEREFORE, Plaintiffs David Embody, *Roy I. Chamberlin*, and Stephanie McKissic, and those similarly situated, request:

a. That this Court issue a temporary restraining order restraining and enjoining Defendants from using the System and from issuing citations until the legality of the system, has been adjudicated;

b. That this Court issue a preliminary injunction restraining and enjoining Defendants from using the System and from issuing citations until the legality of the System has been adjudicated;

c. That this Court issue a permanent injunction restraining and enjoining Defendants from using the System and from issuing citations until the legality of the System has been adjudicated; and

d. That this Court order an award of costs, attorney's fees, and such other and further relief as this Court may deem just and proper.

Count VIII
Declaratory Relief

70. Plaintiffs hereby incorporate by reference the preceding paragraphs of this Complaint as if fully set forth herein.

71. Plaintiffs seek a declaration pursuant to Md. Code Ann. *Courts and Judicial Proceedings* § 3-401, et seq. that Defendants contract, including as amended, was *ultra vires* and void ab initio, and that all sums extracted from Class members should be refunded in full, with all interest due, and seek such further relief as may be appropriate.

WHEREFORE, Plaintiffs David Embody, *Roy I. Chamberlin*, and Stephanie McKissic, and those similarly situated, request:

- a. That this Court determine and adjudicate the rights and liabilities of the parties under the Statute, the speed monitoring system that has been implemented in Defendant Riverdale Park's jurisdiction, and all citations issued through the System; and declare that the Optotraffic equipment does not comply with the Statute;
- b. That this Court determine and adjudicate the rights and liabilities of the parties under the Statute, the speed monitoring System that has been implemented in Defendant Riverdale Park's jurisdiction, and all citations issued through the System; and declare that the citations approved by individuals who were not law enforcement officers did not comply with the Statute;
- c. That this Court find and declare that Defendants' contract and all amendments thereto regarding the System were *ultra vires* and void *ab initio*;
- d. That all sums extracted from Plaintiffs and Class Members shall be refunded in full, with interest;

e. That this Court award Plaintiff supplemental relief pursuant to Md. Code Ann. *Courts and Judicial Proceedings* § 3-401, et seq., including reasonable costs and attorney fees; and

f. That this Court award Plaintiffs and the Class members such other and further relief as may be appropriate in law or equity.

Count XI
Civil Conspiracy

72. Plaintiffs hereby incorporate by reference the preceding paragraphs of this Complaint as if fully set forth herein.

73. Defendants met, conferred and communicated with each other on a continuing basis prior to and during their implementation and operation of the System with equipment that did not comply with the Statute.

74. In collectively creating and participating in the System, including the overt acts of entering into the Contract with equipment that did not comply with the Statute and allowing citations to be authorized by non-law enforcement officers, Defendants constructed a confederation by agreement or understanding to conduct acts that were in violation of the Statute.

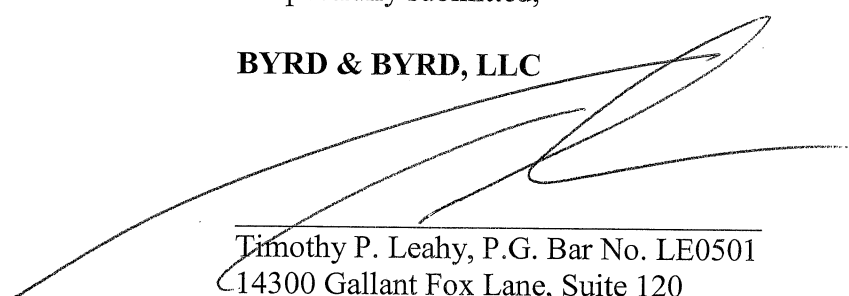
75. Defendants' illegal implementation of the Statute was undertaken in furtherance of the conspiracy.

76. As a result of the conspiracy, Plaintiffs have suffered actual legal damage by Defendants' illegal taking of Plaintiffs' personal property.

WHEREFORE, Plaintiffs David Embody, *Roy I. Chamberlin*, and Stephanie McKissic, and those similarly situated, demand judgment against Defendants Town of Riverdale Park, Sigma Space Corporation, and Optotraffic, LLC for damages in the amount of Five Million Dollars (\$5,000,000.00) plus interest, costs, reasonable attorney fees, and such other relief as this Court deems appropriate.

Respectfully submitted,

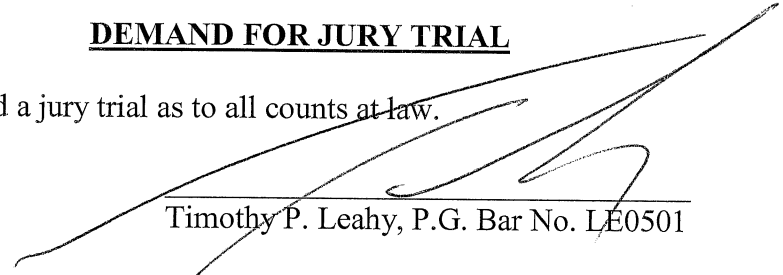
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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial as to all counts at law.



Timothy P. Leahy, P.G. Bar No. LE0501

CERTIFICATE OF SERVICE

I hereby certify that on October 4 12, 2012, a copy of the foregoing was mailed, first class postage prepaid to:

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EXHIBIT 1



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Maryland Community Newspapers Online

Thursday, Aug. 5, 2010

Brentwood extends speed camera citation amnesty to all drivers

Town had to void more than 3,500 tickets issued after clerical error

by Daniel Leadman | Staff Writer



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The town of Brentwood will refund the fees of all drivers who received citations from the town's speed cameras between the dates of June 24 and July 13.

Marcos Sirota, president of Sigma Space Corporation, which owns Optotrafic, said the source of the error appeared to be that the officer issuing the tickets was not officially a police officer during those three weeks. Brentwood Police Chief David Risik's contract expired just before the amnesty period began, and was reinstated the day after it finished.



The cameras, installed in January and June, issue \$40 tickets. The posted speed limit is 25 mph, but drivers must travel faster than 37 mph to trigger the cameras.

When the error was noticed in mid-June, the town put notices on Facebook and a citizen-run listserv asking drivers seeking a refund to send an e-mail with the citation number to Brentwood Police Chief David Risik.

Now, "they don't have to notify us. They will be sent a refund," said Mayor Xavier Montgomery-Wright. "Everyone that has received a citation during those dates will be reimbursed."

Automatically refunding all citations allows the town to reach every driver, not just those who find out about the amnesty through the internet or word-of-mouth, Montgomery-Wright said.

Brentwood has two speed cameras, one located on the 38th Avenue and one on Rhode Island Avenue.

Montgomery-Wright said that the citations were sent out due to an "internal clerical error," and that the town alone, and not the camera vendor, Optotrafic, was responsible.

"The contractor is not involved in the clerical error. It is the town of Brentwood's error," Wright said.

Sirota said the company only sends information to the town and does not actually issue the tickets.

Montgomery-Wright would not elaborate on the nature of the clerical error, but said the problem had been solved.

"We have taken care of it," Montgomery-Wright said. "We have put processes into place to make sure the error does not happen again."

A final tally was still pending, but Montgomery-Wright said more than 3,500 tickets would be voided, but only some of those had been paid and would be refunded.

"Reimbursement will come from the speed camera enforcement program fund," Montgomery-Wright said. "The refund money is not coming from Brentwood citizen's taxes."

Drivers who received the citations can expect their refunds within 60 to 90 days, Montgomery-Wright said.

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Brentwood extends speed camera citation amnesty to all drivers



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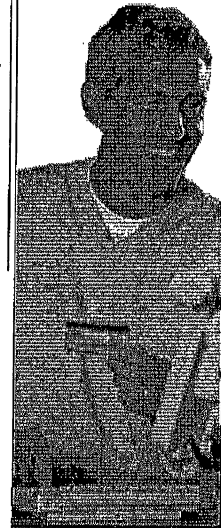
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IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

DAVID RICHARD EMBODY, ET AL. *

Plaintiffs *

v. *

TOWN OF RIVERDALE PARK, ET AL *

Defendants *

CASE NO. _____

ORDER DENYING MOTIONS TO DISMISS AND OR FOR SUMMARY JUDGMENT

In consideration of the Motions to Dismiss and or for Summary Judgment filed by the Defendants Town of Riverdale Park, Optottraffic, LLC, and Sigma Space Corporation as well as the opposition memorandum filed by the Plaintiffs, Defendants motions are **DENIED**.

Date

Hon. Judge, Circuit Court for Prince George's County, Maryland